

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 15, 2006

Division: Emergency Services

Bulk Item: Yes X No

Department: Emergency Management

Staff Contact Person: Jose Tezanos

AGENDA ITEM WORDING: Approve contract between the City of Miami and Monroe County whereby Monroe County participates in an Office of Domestic Preparedness grant in the amount of \$15,828,322.00 of which Monroe County will receive \$156,320.00. Authorize Mayor to sign contract.

ITEM BACKGROUND: This is part of the Urban Area Security Initiative (UASI) Grant Program IV.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: 0

BUDGETED: Yes No

COST TO COUNTY: 0

SOURCE OF FUNDS: Grant

REVENUE PRODUCING: Yes No X

AMOUNT PER MONTH **Year**

APPROVED BY: County Atty Yes OMB/Purchasing Yes Risk Management Yes

DIVISION DIRECTOR APPROVAL:


Clark O. Martin, Jr.

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

CONTRACT SUMMARY

Contract with: City of Miami, FL Contract # 06DS- 4H-11-23-02-342
 Effective Date: June 1, 2005
 Expiration Date: February 28, 2007

Contract Purpose/Description:

Monroe County agrees to participate in an ODP Grant which is Sponsored by the City of Miami. The purpose of the grant is to fund numerous items which improve the security of this Region.

The total amount of this grant is \$15,828,322 and Monroe County is receiving \$156,360.

Contract Manager: Irene Toner 6065 14
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on March 15, 2006 Agenda Deadline: February 28, 2006

CONTRACT COSTS

Total Dollar Value of Contract: \$ 156,320 Current Year Portion: \$ 156,320
 Budgeted? Yes ☐ No ☒ Account Codes: _____
 Grant: \$ 156,320 _____
 County Match: \$ 0 _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$0/yr For: N/A
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2-28-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-28-06</u>
Risk Management	<u>2-24-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slu...</u>	<u>2-24-06</u>
O.M.B./Purchasing	<u>2-22-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/23/06</u>
County Attorney	<u>2/24-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/24/06</u>

Comments: _____



BOARD OF COUNTY COMMISSIONERS

Mayor Charles "Sonny" McCoy, District 3
Mayor Pro Tem Murray E. Nelson, District 5
Dixie M. Spehar, District 1
George Neugent, District 2
David P. Rice, District 4



MEMORANDUM

To: Tina Boan
OMB

From: Thomas P. Cullen, Jr. *TPC*
REP Administrator

Subject: Contract Summary

Date: February 21, 2006

Enclosed is a copy of a Contract Summary relating to an ODP grant sponsored by the City of Miami, FL and a related contract with the City of Miami. Please review the enclosed contract and related material. When you are finished please sign off in the appropriate place and forward it to the office of Risk Management and the County Attorney. This is for the March meeting so time is of the essence. Please notify me when you are finished and have the County Attorney forward the form to me.

Thank you for your prompt attention to this matter.

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATING MIAMI UASI IV AGENCIES**

This Agreement is entered into this _____ day of _____, 2006, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and Monroe County, a political subdivision of the State of Florida, (the "Participating Agency").

RECITALS

WHEREAS, the U.S. Department of Homeland Security Office for Domestic Preparedness (ODP), is providing financial assistance to the Miami urban area in the amount \$15,828,322 dollars through the FY 2005 Urban Area Security Initiative (UASI); and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Project IV; and

WHEREAS, as the ODP requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Project IV and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the Urban Area has been defined as the City of Miami, Miami-Dade, Broward, and Monroe Counties; and

WHEREAS, the City of Miami anticipates that it will be subgranting a portion of the funds to Miami-Dade, Broward, and Monroe Counties in accordance with the FY 2005 UASI Grant Project IV; and

WHEREAS, the City Commission of the City of Miami, by Resolution No. R-05-0629, adopted on November 3, 2005, has authorized the City Manager to enter into this Agreement with each participating agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies through the Urban Area Working Group process to enhance Miami and its surrounding jurisdictions ability to respond to a terrorist threat or act.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follow:

I. PURPOSE

- A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the FY 2005 UASI Grant Project IV which was made available by ODP and the State of Florida Division of Emergency Management (DEM).
- B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

II. SCOPE

- A. The provisions of this Agreement apply to FY 2005 UASI Grant Project IV activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III DEFINITIONS

- A. Critical Infrastructure. Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of

resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

- B. Core County. The county within which the core city is geographically located. The core city is the City of Miami.
- C. UASI Grant Project IV (FY 2005). The Fiscal Year 2005 UASI Grant Project IV reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism.
- D. National Incident Management System (NIMS). This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and
- E. Urban Area Working Group (UAWG). The State Adminstrating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by ODP.
- F. UASI Grant Project IV. UASI Grant Project IV is being provided to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency.

Funding for the FY 2005 UASI Grant Project IV was appropriated by U.S. Congress and is authorized by Public Law 108–11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.

- G. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Coordinating with core counties, with the respective State Administrative Agency, and with the ODP.
- C. Conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.
- D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- E. Developing a comprehensive Urban Area Homeland Security Strategy and submit to the SAA POC.
- F. Complying with the requirements or statutory objectives of federal law.

- G. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- H. Following grant agreement requirements and/or special conditions.
- I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Developing subgrants for municipalities within each county in accordance with UASI Grant Project IV requirements. Participating Agencies and subgrantees must abide by the grant requirements including budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.
- C. Submitting budget detail worksheets for direct purchases of equipment or services.
- D. Complying with all FY 2005 UASI Grant Project IV requirements.
- E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.
- F. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

- G. Assisting the sponsoring agency in development of a comprehensive Urban Area Homeland Security Strategy.
- H. Complying with the requirements or statutory objectives of federal law.
- I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- J. Following UASI Grant Project IV agreement requirements and/or special conditions.
- K. Submitting required reports.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

- A. That funding acquired and identified for the Urban Areas Security Initiative will be administered solely by the Sponsoring Agency.
- B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The sponsoring agency will prepare consolidated reports for submission to the State of Florida.
- C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.
- D. Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be

sued by third parties in any manner arising out of this Agreement or any other contract.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133.
- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2005 UASI Grant Project IV assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
- C. Financial Status Reports are due within 45 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.
- D. Submit Categorical Assistance Progress Report to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement may be modified or amended only with the written agreement of each of the parties.
- D. This Agreement may be terminated by either party on thirty (30) days written notice to the other party.
- E. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.
- F. This Agreement may be executed in several parts, each of which shall be considered a valid Agreement, provided that each of the parties to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other parties.
- G. This Agreement will end on February 28, 2007, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based

on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the ODP.

SPONSORING AGENCY

THE CITY OF MIAMI, a municipal
Corporation of the State of Florida

ATTEST:

Priscilla A. Thompson
City Clerk

BY: _____
Joe Arriola
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

Jorge L. Fernandez
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Dania F. Carrillo, Administrator
Risk Management Division

PARTICIPATING AGENCY
MONROE COUNTY, a political
subdivision of the State of Florida

ATTEST:

Name:

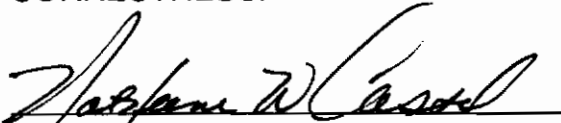
Title:

BY: _____

NAME: _____

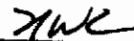
TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:



Participating Agency Attorney

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:



NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date: _____

Contract Number: 06DS-4H-11-23-02- 342

CFDA Number: 97.067

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the **City of Miami**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin June 1, 2005, and shall end February 28, 2007, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal ACommon Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement

indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Bureau of Preparedness and Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Division of Emergency Management
Grants Administration Unit
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with semi-annual reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

(b) Semi-annual reports are due to be received by the Department no later than 30 days after the end of each period of the program year and shall continue to be submitted each period until submission of the administrative close-out report. The ending date for the period of the program year is December 31.

(c) The close-out report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachment D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Department harmless against all claims of whatever nature by third

parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the

Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Dianne Smith, Financial Specialist
Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 413-9966
Fax: (850) 488-7842

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Joseph Fernandez
City of Miami
1151 NW 7th Street
Miami, Florida 33136
Telephone: 305-416-5414
Fax: 305-400-5031
Email: jrfernandez@ci.miami.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$15,828,322** subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the

budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. X No advance payment is requested.
2. An advance payment of \$ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue

the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

(i) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(l) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(m) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(n) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Recipient: **CITY OF MIAMI**

BY: 

Name and title: Joe Arriola, City Manager

Date: _____

FID# 59-6000375

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title: W. Craig Fugate, Director of Emergency Management

Date: 1/20/06

ATTEST:

for: Sylvia Schaefer
Priscilla A. Thompson, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

Jorge L. Fernandez
Jorge L. Fernandez VQM
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Dania F. Carrillo
Dania F. Carrillo
Administrator
Risk Management

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program Department of Homeland Security, Office of Domestic Preparedness
CFDA # 97.067
\$15,828,322

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows: N/A

1. Recipient is to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2005 Urban Area Security Initiative (UASI) Grant Program, consistent with the Department of Homeland Security State Strategy and the Urban Area Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Exhibit "A"

Budget Detail Worksheet #048 - Eligible Activities

Cat. #	Project Key	Item #	Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Public Education/Outreach						
		290	Broad-based community education, information & awareness program to compliment other established Area-wide programs	1	\$95,748	\$95,748
Establish, enhance, or evaluate Citizen Corps-related volunteer programs						
		353	CERT - continuation of Miami Program for two years	1	\$175,000	\$175,000
		445	Medical Reserve Corps	1	\$124,826	\$124,826
Hiring of full or part-time staff or contractors/consultants to assist with planning activities						
		360	Emergency Management Coordinator- to coordinate UASI Core City integration and EOC Ops, 2 years @ 70K/year + 37% benefit cost: at \$8000/month; prorate for 18 months	1	\$144,000	\$144,000
		300	Includes continued RDSTF Support to work groups, planning to support urban area strategy implementation, comprehensive emergency management planning, assessments, and support to regional jurisdictions with workshops and templates for various plans.	1	\$1,271,000	\$1,271,000
		422	COOP Project residual	1	\$16,224	\$16,224
Cat. #	Project Key	Item #	Allowable Organizational Activities (limited to 25% of the total UASI award)	Quantity	Unit Cost	Total Cost
Hiring of contractors/consultants for participation in information/intelligence analysis and sharing groups or intelligence fusion center activities						
		291	Contractor support for Terrorism Early Warning Program	1	\$100,000	\$100,000
Cat. #	Project Key	Item #	Allowable Training Costs	Quantity	Unit Cost	Total Cost
Overtime and backfill funding for emergency preparedness and response personnel attending ODP-sponsored and approved training classes.						
	b.1	351	Training / backfill Overtime to train 1,600 in NIMS	1,600	\$169	\$270,000
	b.6	350	Backfill Overtime to train Law Enforcement Officers on School response	1	\$250,000	\$250,000
	new	424	Overtime and Backfill and Training	1	\$395,040	\$395,040
		365	Training: Instructor overtime and personnel backfill salaries to meet the requirements of NIMS training	1	\$1,034,000	\$1,034,000
		346	Overtime for training and back-fill personnel	1	\$101,250	\$101,250
Training Workshops and Conferences						
	b.6	342	Training costs for HLS CAM	1	\$54,750	\$54,750
	md.4	473	Apple/MAC Forensic Training (2)	2	\$4,000	\$8,000
	md.4	477	Encase Intermediate Training (Includes Travel) (4)	4	\$3,000	\$12,000
	b.6	339	Books, materials for training	1	\$50,000	\$50,000
	md.4	480	Intrusion Detection Training (4)	4	\$3,500	\$14,000
	md.4	484	Specialized Forensic Network Sniffer Training (Includes Travel) (5)	5	\$3,000	\$15,000
	md.4	486	Cyber Incident Response Training (5)	5	\$3,500	\$17,500

Budget Detail Worksheet #048 - Eligible Activities

	b.1	344	AV equipment for unit training (laptops and PowerPoint projectors) (25 units)	25	\$ 3,200	\$80,000
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Budget Detail Worksheet #048 - Eligible Activities

Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support training related activities.						
	b 4.1	337	Cost for specialized training to enhance current operational response capabilities (travel, materials,...) to maintain Level A operations	1	\$ 40,000	\$40,000
	b.5	340	Contractor to assist in project effort	1	\$ 50,000	\$50,000
		295	Continuation of the University of Miami Emergency Response Training program classes for hands-on CBRNE response skill development (\$350K)	1	\$ 350,000	\$350,000
Cat. #	Project Key	Item #	Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities.						
	a 2	298	Contractor support for Regional exercise program, includes \$50K for support to State Exercise Program.	1	\$ 674,620	\$674,620
Cat. #	Project Key	Item #	Allowable Maintain & Sustain Equipment	Quantity	Unit Cost	Total Cost
		364	Maintenance and sustainment of ODP approved equipment and interoperability items	1	\$ 60,000	\$60,000
		330	Annual equipment maintenance and calibration expenses for WMD monitors	1	\$ 10,000	\$10,000
		296	Includes sustainment of ODP-funded equipment for first responders in the Miami Urban Area to maintain equipment, calibration, replacement of consumables and to assure operational readiness for all teams; State Lab equipment to enhance the capabilities of the Miami-Dade Public Health Laboratory for CBRNE incidents; and contractor support for equipment selection.	1	\$ 430,000	\$430,000
		495	Hardware/Software Maintenance/Upgrades (Recurring Cost) (1)	1	\$ 25,000	\$25,000
Cat. #	Project Key	Item #	Eligible Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment						
1	b.4.3	345	ISI Viking Stealth SCBA (Breathing Units) (15 units)	15	\$ 5,478	\$ 82,163
1	b.5	310	PPE Tyvek BR Level C Protective Suits (18)	18	\$ 80	\$ 1,440
1	b.5	311	Portable Global Positioning Satellite (GPS) System (3)	3	\$ 500	\$ 1,500
1	b.5	312	35mm Camera Protective Housing (6)	6	\$ 275	\$ 1,650
1	b.5	315	Label Maker and Supplies (3)	3	\$ 840	\$ 2,520
1	b.5	320	10 x 20 Ft Pop Up Enclosed Tents (command posts) (3)	3	\$ 1,000	\$ 3,000
1	b.5	321	Digital 35mm camera - 8 Megapixel (3 units)	3	\$ 1,000	\$ 3,000
1	b.5	323	Mini-DV Camcorder (3)	3	\$ 1,200	\$ 3,600

Budget Detail Worksheet #048 - Eligible Activities

1	b.5	328	SCBA Encapsulated Level B Tyvek BR Suits (18 units) X TWO	2	\$ 3,240	\$ 6,480
1	b.5	332	Flexible Fiberscope with Video Recorder (3)	3	\$ 6,100	\$ 18,300
1	b.5	338	SCBA Air Pack Units (12 units)	12	\$ 4,000	\$ 48,000
1	m.4	372	Air bag escape device: Response asset, Est. with trailer 75K	1	\$ 75,000	\$ 75,000
1	m.4	377	High Visibility Reflective Vests: 160 @ \$25	160	\$ 25	\$ 4,000
1	m.4	379	Standard Shoulder Split Leather Palm Gloves: 200 @ \$3	200	\$ 3	\$ 600
1	new to '05	352	Escape mask for self-rescue for GA	n/a	n/a	\$ 40,000

Explosive device mitigation and remediation equipment

2	md.3	479	LVB (Large Vehicle Bomb) System (2@\$6K)	2	\$ 6,000	\$ 12,000
2	md.3	482	Fiber Optic Scopes for MDPD Bomb Squad (2 @ \$7,500)	2	\$ 7,500	\$ 15,000
2	md.3	483	Gander System (2 @ \$7500)	2	\$ 7,500	\$ 15,000
2	md.3	487	Large Vehicle Hook and Line Kits for MDPD Bomb Squad (2 @ \$10K)	2	\$ 10,000	\$ 20,000
2	md.3	491	EPIC LOGOS X-Ray System (1)	1	\$ 24,000	\$ 24,000
2	md.3	492	Hazardous Material Meters 2 @ \$6K)	2	\$ 12,000	\$ 24,000
2	md.3	493	Radiological Detection Equipment (2 @ \$6K)	2	\$ 12,000	\$ 24,000
2	md.3	499	Bomb Suits (2@ \$20K)	2	\$ 20,000	\$ 40,000
2	md.3	501	Explosives Detection Meters (2 @ \$12,000)	2	\$ 30,000	\$ 60,000
2	md.3	505	Forkbot- a large remote-controlled forklift that is capable of towing and lifting large vehicles, vessels, and containers (1)	1	\$ 437,000	\$ 437,000

CBRNE operational search and rescue equipment

3	m.4	375	Light Tower- pull behind/self contained power	1	\$ 15,000	\$ 15,000
3	m.4	376	Trailer for Front End Loader	1	\$ 8,000	\$ 8,000
3	md.4	450	Transportation Cart/Dolly (2)	2	\$ 200	\$ 400
3	md.4	451	Serial-ATA DriveLock Kit (2)	2	\$ 350	\$ 700
3	md.4	452	SMART for Linux (1)	1	\$ 700	\$ 700
3	md.4	453	USB/Firewire Write Blockers (4)	4	\$ 200	\$ 800
3	md.4	456	Equipment Flight Cases (5)	5	\$ 300	\$ 1,500
3	md.4	457	Firefly 800 Write blockers (10)	10	\$ 150	\$ 1,500
3	md.4	458	High Res Digital Camera (1)	1	\$ 1,500	\$ 1,500
3	md.4	460	Cell Seizure Kit (2)	2	\$ 1,000	\$ 2,000
3	md.4	461	Stego Suite (1)	1	\$ 2,000	\$ 2,000

Budget Detail Worksheet #048 - Eligible Activities

3	md.4	462	Printers - (2) miniature (4) Photo (6)	6	\$ 350	\$ 2,100
3	md.4	463	External Data Storage (4)	4	\$ 600	\$ 2,400
3	md.4	464	VoomTech Shadow Drive (Slave Config) (2)	2	\$ 1,300	\$ 2,600
3	md.4	465	Access Data Ultimate Took Kits (2)	2	\$ 1,500	\$ 3,000
3	md.4	466	Mobile Laboratory Vehicle Maintenance (Reoccurring Costs) (1)	1	\$ 3,000	\$ 3,000
3	md.4	467	Welstone Network Forensic Sensor (1)	1	\$ 3,500	\$ 3,500
3	md.4	468	Gargoyle Forensic Pro (5)	5	\$ 800	\$ 4,000
3	md.4	469	1 Apple MAC G5 (Apple/MAC Forensic Applications)	1	\$ 6,000	\$ 6,000
3	md.4	470	Image MASSter Solo 2 Portable Forensic Kit (2)	2	\$ 3,000	\$ 6,000
3	md.4	471	FIM Module Training (2)	2	\$ 3,500	\$ 7,000
3	md.4	472	Laptop computers - On-scene administrative databases (20	20	\$ 350	\$ 7,000
3	md.4	474	Internal Server Storage Space (for data analysis) 4 Terabytes (4)	4	\$ 2,000	\$ 8,000
3	md.4	476	Aircards with Service - Onsite internet capability (4)	4	\$ 2,020	\$ 8,080
3	md.4	478	Laptop Computer (For Data Sniffers) (2)	2	\$ 6,000	\$ 12,000
3	md.4	481	Encase Field Intelligence Module (FIM) w/additional Enterprise Certificates) (1)	1	\$ 15,000	\$ 15,000
3	md.4	488	Logicube Portable Forensic Kits (5)	5	\$ 4,000	\$ 20,000
3	md.4	489	RoadMASSter II Portable Forensic Lab (2)	2	\$ 10,000	\$ 20,000
3	md.4	490	Wireless Intrusion Detection System (1)	1	\$ 20,000	\$ 20,000
3	md.4	496	Response and Identification Equipment	1	\$ 27,980	\$ 27,980
3	md.4	497	Digital Intelligence Mobile Forensic Workstation (4)	4	\$ 8,000	\$ 32,000
3	md.4	500	Intrusion Detection Devices (2)	3	\$ 16,667	\$ 50,000
3	md.4	503	Network Data Sniffers/Monitors (2)	3	\$ 33,333	\$ 100,000
3	md.4	504	Customize Van /Bus Mobile Laboratory (Capable of housing (4) mobile examination stations) (1)	2	\$ 75,000	\$ 150,000
Information technology						
4	a.3	294	HazMat Tier II Data Response & Management System to integrate & provide access to Tier II data on infrastructure in the Region; compliments other data source information for CBRNE intelligence and response	1	\$ 310,400	\$ 310,400
Cyber security enhancement equipment						
5	new to '05	367	Improve Network security/encryption and detection on intrusion for city network infrastructure.	1	\$ 248,230	\$ 248,230

Budget Detail Worksheet #048 - Eligible Activities

Interoperable communications equipment						
6	b.3	348	EOC & Interoperable Communications Enhancements between EOC and Airport and Port Everglades.	1	\$ 169,000	\$ 169,000
6	m.1	357	AM Radio enhancement, additional transmitter-phase in and add final transmitter for saturation & for maintain and sustain existing: \$30K	1	\$ 30,000	\$ 30,000
6	m.4	363	High volume credentialing system with portability and photo capability; 3 or 4 setups and also pre print some credentials for impromptu scenes.	1	\$ 30,000	\$ 30,000
6	m.5	354	ELMO: EV-2000AF Visual Presenter w/ Swivel Head Camera 12x Optical Zoom, Built-In Lighting & Wireless Remote Control; Mfr #9430 B7H #ELEV2000AF; www.bhphotovideo.com	1	\$ 1,500	\$ 1,500
6	m.5	355	Blackberry Miami EM and City continued and expanded to 20 more units @ \$200	20	\$ 200	\$ 4,000
6	m.5	356	EOC weather system, (investigate Capricorn/Pegasus Weather System- www.columbiaweather.com, vehicle mount, station mount and portable systems or any better solution.	1	\$ 5,000	\$ 5,000
6	m.5	359	Maintain & Sustain Blackberries @\$600/yr for 100 units for 2 years; sustain current (\$80K); new above (\$12K)	2	\$ 46,000	\$ 92,000
6	m.5	361	EOC security, video surveillance, access card system, cyber security! Infrastructure protection	1	\$ 150,000	\$ 150,000
6	m.5	362	EOC audio, video and interop-com, video conf, equip enhancements	1	\$ 250,000	\$ 250,000
6	md.1	433	Emergency Satellite Communications Telephones (4 units)	4	\$ 975	\$ 3,900
6	md.1	434	Emergency Management Support and Efficiency Program (20 two-way wireless communications devices such as blackberries)	20	\$ 350	\$ 7,000
6	mo.1	509	Accessories & Parts	1	\$ 6,360	\$ 6,360
6	mo.1	510	Shelter Site Generator	1	\$ 50,000	\$ 50,000
6	mo.1	511	Tea Table three channel I.R. Site Equipment	1	\$ 100,000	\$ 100,000
6	new	425	Transportable Radio Interconnect System (10 Channel back-up radio system)	1	\$ 774,576	\$ 774,576
6	new to '05	366	Automatic Vehicle Locator mapping equipment.	1	\$ 392,526	\$ 392,526
Detection Equipment						
7	b.4.1	308	Multi Rae Calibration Kit required for equipment sustainment (4 units)	4	\$ 248	\$ 992
7	b.4.1	322	Ludlum Survey Meters, Model 48-1611 for dirty bomb/rad scene monitoring (4 units)	4	\$ 750	\$ 3,000
7	b.4.1	331	Multi Rae Gas Monitoring (O2,CO2,H2S,LEL) PID Lamp, Pump, Data Log (4 units)	4	\$ 2,839	\$ 11,356
7	b.4.1	335	APD 2000 Monitor (FID Monitor for WMD Events) (4 units)	4	\$ 9,750	\$ 39,000
7	b.4.1	343	AP2C Monitor (PID Monitor for WMD Events) (4 units)	4	\$ 17,000	\$ 68,000
7	m.4	378	Rain Gear PVC Polyester 3 pieces: 80 @ \$15	80	\$ 15	\$ 1,200

Budget Detail Worksheet #048 - Eligible Activities

CBRNE incident response vehicles						
12	a.1	289	JIC Trailer (\$88K) to provide a public information command post to compliment incident command and provide public information	1	\$ 88,000	\$88,000
12	b.4.2	302	Fold-Up Steel Work Table - BFSWT	1	\$ 248	\$248
12	b.4.2	303	Chassis Parts & Service Manual - BFLMAN	1	\$ 446	\$446
12	b.4.2	304	Installation / prep of customer supplied light bar - BILB	1	\$ 496	\$496
12	b.4.2	305	Installation / prep of customer supplied radio and antenna - BIRA	1	\$ 496	\$496
12	b.4.2	306	Set of (2) Aluminum Rescue Ramps - BRR2	2	\$ 298	\$596
12	b.4.2	307	Roof Mounted Remote Control Spotlight - BRCS	1	\$ 987	\$987
12	b.4.2	309	Seat Belts for Rear Bench Seats (11) - BRBSB	11	\$ 122	\$1,339
12	b.4.2	313	Whelen Edge Light Bar (installed) - BWELB	1	\$ 2,247	\$2,247
12	b.4.2	314	Back Up Camera and Monitor - BBU	1	\$ 2,250	\$2,250
12	b.4.2	316	Set of (2) Ballistic Skip Round Shields - BBSRS2	2	\$ 1,390	\$2,779
12	b.4.2	317	Intercom System ; outside to inside - BINT	1	\$ 2,800	\$2,800
12	b.4.2	318	Ludlum Scintillators, Model 44-98 for stand off radiation monitoring (4 units)	4	\$ 700	\$2,800
12	b.4.2	319	Custom Paint Job (2 tone) - BPJ	1	\$ 2,990	\$2,990
12	b.4.2	324	Explosive Gas Detection System - BDRG	1	\$ 4,962	\$4,962
12	b.4.2	325	Radiation Detection Package - BRAD	1	\$ 4,962	\$4,962
12	b.4.2	326	Rotating Roof Hatch w/Gun port - BTUR	1	\$ 4,975	\$4,975
12	b.4.2	327	Run Flat Tires (set of 6) - BRF6	6	\$ 993	\$5,955
12	b.4.2	336	4 WD, four wheel drive option - B4WD70	1	\$ 39,600	\$39,600
12	b.4.2	349	Vehicle - Lenco B.E.A.R. to include Kodiak Pkg	1	\$ 207,075	\$207,075
12	m.4	368	HazMat WMD Decon Trailer Packages	1	\$ 210,000	\$210,000
12	m.4	370	Front End Loader Model John Deer JRB 624H: 1 @ \$95,000	1	\$ 95,000	\$95,000

Terrorism incident prevention equipment

13	a.6	299	Contribution towards Data Fusion (Intelligence and data mining program to provide high level data collection Area-wide); housed at the Region 7 FDLE offices	1	\$ 1,200,000	\$1,200,000
13		301	Continue the support and operation of the Terrorism Early Warning Program (Counter Terrorism Unit)	1		\$614,429

Budget Detail Worksheet #048 - Eligible Activities

Physical security enhancement equipment						
14	b.2	329	Garmin GPS (40 units)	40	\$ 200	\$8,000
14	b.2	333	Sony Digital Cameras (40 units)	40	\$ 500	\$20,000
14	b.2	347	Notebook Computers including docking stations, DVD burners and Cases (40 units)	40	\$ 2,900	\$116,000
14	m.2	371	Secure perimeter of Training Center (hard fence with electric gate/ card controlled)	1	\$ 75,000	\$ 75,000
14	m.2	373	Video surveillance system exterior/interior	1	\$ 30,000	\$ 30,000
14	m.2	374	Install Key/Card entry security system at Training Center	1	\$ 21,950	\$ 21,950
14	m.2	426	"Do Not Enter" signs 30"x30": 20 @ \$88	20	\$ 88	\$ 1,760
14	m.2	427	Traffic cones: 200 @ \$18	200	\$ 18	\$ 3,600
14	m.2	428	"Stop" signs 30"x30": 50 @ \$88	50	\$ 88	\$ 4,400
14	m.2	429	Concrete sign bases: 70 @ \$125	70	\$ 125	\$ 8,750
14	m.2	430	Install new Emergency Generators	1	\$ 50,000	\$ 50,000
14	md.5	436	Seaport: wireless hand held devices to provide for checking of security Ids anywhere on the Port 24 / 7 (1)	1	\$ 15,000	\$ 15,000
14	md.5	454	Seaport: undercarriage mirrors for inspecting cars and trucks (12)	12	\$ 95	\$ 1,140
14	md.5	455	Seaport: Metal detector hand wands (12)	12	\$ 115	\$ 1,380
14	md.5	459	Seaport: Protective gloves rated to protect against hazardous materials (100)	100	\$ 15	\$ 1,500
14	md.5	475	Seaport: Traffic cones (50)	50	\$ 160	\$ 8,000
14	md.5	485	Seaport: Barricades (38)	38	\$ 450	\$ 17,100
14	md.5	494	Seaport: GEM carts, sufficiently small and maneuverable to move security officers quickly along the stringpiece wharf-area (3)	3	\$ 8,000	\$ 24,000
14	md.5	498	Seaport: wireless hand held devices to provide for checking of security Ids anywhere on the Port 24 / 7 (15)	15	\$ 2,500	\$37,500
14	md.5	502	Seaport: Mobile devices with imbedded wireless mechanism for use in vehicles or in buildings to allow for national background checks (20)	20	\$ 4,500	\$90,000
14	md.6		Mosq. Control: Barrier security gate: tamper resistance fasteners, maximum corrosion resistant; 1/2 hydraulic powered automatic motor. Card reader in metal housing with intercom for gate operation	1	\$ 45,500	\$45,500
14	md.6	506	Mosq. Control: Surveillance color camera with transmitter on board to be installed outside the building and property entrance; water resistant, surrounding lens for darkness, range of 1,000 meters; include receiver	1	\$ 7,500	\$7,500
14	md.6	507	Mosq. Control: Wireless security system for hangar and main building: built in control panel, keypad, graphic LCD display; siren alarm; back-up battery for a minimum of 4 hours; message to private phones	1	\$ 13,000	\$13,000

Budget Detail Worksheet #048 - Eligible Activities

14	md.6	508	Mosq. Control: Security perimeter fence: 2,100 ft. iron material spear tipped pale fence; maximum corrosion resistant; pointed rail security spikes between pales to prevent climbing	1	\$ 27,300	\$27,300
14	md.7	432	Winson Water Plant: Installation of sensors/detectors throughout the facility	1	\$ 3,000	\$3,000
14	md.7	435	Winson Water Plant: Installation of six (6) security cameras	6	\$ 2,000	\$12,000
14	md.7	438	Norwood Water Plant: Purchasing of laboratory analytical equipment for water toxicity testing	1	\$ 30,000	\$30,000
14	md.7	442	Winson Water Plant: Well area protection: Fencing at 6 remote locations for well protection w/ remote sensing equipment	6	\$ 14,167	\$85,000
14	md.7	447	Norwood Water Plant: Installation of remote water quality equipment for instantaneous monitoring of pH, chlorine residual, and conductivity within the water distribution system	1	\$ 200,000	\$200,000
14	md.7	448	Winson Water Plant: Protective coverings for the accelator/filters/Aerator	1	\$ 200,000	\$200,000
14	new to '05	369	Surveillance, protection, and monitoring systems for critical facilities (fire stations and WMD equipment storage facility)	1	\$ 112,000	\$112,000
14	b.6	341	Video Equipment for project			\$50,000
CBRNE logistical support equipment						
16	b.4.2	334	Thermal Image & Color Camera with Flat Screen Color Monitor - BTI	1	\$ 28,500	\$28,500
16	m.4	380	Black Latex Over boots: 200 @ \$3	200	\$ 3	\$600
16	m.8	423	Skywatch Observation Platform	1	\$ 98,000	\$98,000
16	md.1	437	Telephone Equipment	1	\$ 19,600	\$19,600
16	md.1	439	Satellite Equipment	1	\$ 50,000	\$50,000
16	md.1	440	Audio-visual Equipment	1	\$ 72,000	\$72,000
16	md.1	441	Radios	1	\$ 75,000	\$75,000
16	md.1	443	Data Equipment	1	\$ 89,000	\$89,000
16	md.1	444	Furniture, cabinetry	1	\$ 119,300	\$119,300
16	md.1	446	Misc. (generators, UPS, antennas, wiring, parts and supplies	1	\$ 196,400	\$196,400
16	md.1	449	Vehicle and trailer	1	\$ 949,800	\$949,800
Cat. #	Project Key	Item #	Eligible Management and Administration Costs	Quantit y	Unit Cost	Total Cost
Hiring of full-time or part-time staff or contractors/consultants						
		293	Provide overall management of the Miami UASI grant, project planning and monitoring, Area-wide management & administrative items, and City of Miami Indirect Cost percent applied to identified full-time employee salaries	1	\$ 192,300	\$192,300

Budget Detail Worksheet #048 - Eligible Activities

Total Miami Area UASI Grant 2005

\$15,828,322

B. Scope of Work

Funding is provided to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2005 Urban Area Security Initiative (UASI) Grant Program, consistent with the Department of Homeland Security State Strategy and the Urban Area Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

048. Urban Area Security Initiative

FY2005 UASI allowable costs are divided into the following categories: **planning, organization, equipment, training and exercises**. In addition, **management and administration costs** are also allowable, as are certain **operational costs**. Each category's allowable costs have been listed in more detail in the "Budget Detail Worksheet" above.

A. Planning

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with implementing and adopting HSPD-8 initiatives
- Costs associated with implementing and adopting NIMS
- Costs associated with modifying existing incident management and EOPs to ensure proper alignment with the NRP coordinating structures, processes, and
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Designing state and local geospatial data systems
- Developing related critical infrastructure terrorism prevention activities including:
 - o Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Developing and enhancing plans and protocols, including but not limited to:

- Developing or enhancing EOPs and operating procedures
- Developing terrorism prevention/deterrence plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing or enhancing border security plans
- Developing or enhancing cyber security plans
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or updating local or regional communications plans
- Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans.
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Developing or conducting assessments, including but not limited to:

- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of pre-designated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information

- o Coordinating zoning requirements and necessary permits and/or waivers
- o Coordinating environmental impact requirements related to a selected site
- o Coordinating historic preservation requirements related to a selected site.

Other eligible planning activities are listed in the "Budget Detail Worksheet" above.

B. Operational Activities

No more than 25% of the gross amount of the UASI award may be used for operational expenses and overtime costs for the operational activities noted below. These funds may be used for the following three (3) operational activities:

1. States and local jurisdictions may use up to 25% of FY05 UASI funds to support select operational overtime costs associated with increased security measures at critical infrastructure sites in UASI jurisdictions during periods of heightened alert.
 - ✚ Of this amount, up to 10% of FY05 UASI funds may be used to support operational overtime costs incurred at Code Yellow or Orange that are associated with increased security measures at critical infrastructure sites in UASI jurisdictions.
 - ✚ The remaining 15% of FY05 UASI funds may be used to support operational overtime costs incurred only at Code Orange that are associated with increased security measures at critical infrastructure sites in UASI jurisdictions.

Grantees and sub-grantees may use UASI funds for select operational expenses associated with increased security measures at critical infrastructure sites, incurred during time periods of DHS-declared Code Orange or Yellow. Funds may only be used in the following authorized categories:

- ✚ Backfill and overtime expenses for staffing state or local EOCs
 - ✚ Hiring of contracted security for critical infrastructure sites
 - ✚ Public safety overtime
 - ✚ National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package)
 - ✚ Increased border security activities in coordination with CBP.
2. Overtime costs are also allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, JTTF, Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), and TEW groups.
 3. Hiring of contractors/consultants for participation in information/intelligence sharing groups or intelligence fusion centers.
 4. Critical Infrastructure Sites
Local governments should generally consider critical infrastructure to include any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss. In addition, protection for the following specific types of facilities should also be considered:
 - ✚ Protective security enhancements for large public gatherings/areas, such as New Year's Eve celebrations, sporting events and outdoor concerts
 - ✚ Public water systems serving large population centers
 - ✚ Primary data storage and processing facilities, major stock exchanges and major banking centers
 - ✚ Chemical facilities located in close proximity to large population centers
 - ✚ Major power generation facilities that exceed 2000MW and if successfully attacked would disrupt the regional electric grid
 - ✚ Hydroelectric facilities and dams that produce power in excess of 2000MW or could result in catastrophic loss of life if breached
 - ✚ Nuclear Power plants
 - ✚ Electric substations 500KV or larger, and substations 345KV or larger that are part of a critical system supporting populations in excess of one million people
 - ✚ Rail and highway bridges over major waterways that, if destroyed, would cause catastrophic economic loss
 - ✚ Major highway tunnels under waterways that if attacked would cause catastrophic loss of life or catastrophic economic impact
 - ✚ Major natural gas transmission pipelines in excess of 3000 bcf throughput
 - ✚ Natural gas and liquid natural gas (LNG) storage facilities
 - ✚ Major petroleum handling facilities such as pipelines, ports, refineries and terminals
 - ✚ Major mass transit subway systems and the supporting ventilation systems
 - ✚ Telecommunications, internet, and cyber facilities

5. **Approval Process:**
In order for grantees to drawdown funds for operational activities, the grantee must provide the Division with:

- ✦ The critical infrastructure site requiring additional security;
- ✦ If an event will be taking place, the title of the event and the time period of the event;
- ✦ A detailed budget and a total dollar amount associated with the additional security;

Email the above information to the contract manager listed in this contract for review and approval.

Note: Written approval must be provided by the State prior to the use of any FY 2005 UASI funds for operational activities.

C. **Equipment Acquisition**

Any equipment purchased, under this contract, must be in accordance with the Authorized Equipment List (AEL), located at http://www1.rkb.mpt.org/ael_fy2005.cfm.

D. **Training**

Allowable training-related costs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses. The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: fire service, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security, and private security providers. In order to deliver these courses, state and local instructors must be certified to deliver the course by successfully completing ODP train-the-trainer course delivery. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>.

E. **Exercises**

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <http://odp.esportals.com> or <http://www.ilis.gov>.

Exercise Scenarios. The scenarios used in UASI-funded exercises must be terrorism-related and based on the State or Urban Area Homeland Security Strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Grantees that need further clarification on scenarios should consult with their State Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including 12 terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities (See *HSPD-8: National Preparedness* on page 49). Citizen participation in exercises is encouraged to include backfilling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s). If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to the State following every TTX, drill, FE, and FSE. AAR/IPs must be provided to the State within 30 days following completion of each exercise (see HSEEP Volume II, Appendix A). ***A local jurisdiction that conducts an exercise using UASI funds must follow the HSEEP doctrine and protocol contained in Volume II.***

- F. **Management and Administration** - no more than 2.5% of each sub-recipient's total award may be expended on Management and Administration costs by the sub-recipients

Hiring of full-time or part-time staff or contractors/consultants:

- ✦ To assist with the management of the FY2005 UASI
- ✦ To assist with design, requirements and the implementation of the FY2005 UASI
- ✦ To assist with the implementation and administration of the Urban Area Homeland Security Strategy, as it may relate to the FY2005 UASI

Hiring of full-time or part-time staff or contractors/consultants and expenses related to:

- ✦ Meeting compliance reporting/data collection requirements, including data calls

Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls

Overtime and backfill costs - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- ✦ Personal computers
- ✦ Laptop computers
- ✦ Printers
- ✦ LCD projectors, and
- ✦ Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- ✦ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- ✦ Leasing and/or renting of space for newly hired personnel to administer programs within the FY2005 UASI

G. Construction and Renovation

Project construction and renovation not exceeding \$1,000,000 is also allowable, as deemed necessary by the Office for Domestic Preparedness, under the FY 2005 UASI. These program funds may be used for construction and renovation projects only when those projects specifically address *enhanced security at critical infrastructure facilities*. The following actions and improvements are considered to constitute construction or renovation:

- ✦ Construction and/or renovation to guard facilities;
- ✦ Communications antennas; and,
- ✦ Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- ✦ A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- ✦ Certification that a facility vulnerability assessment has been conducted for the facility;
- ✦ A description of how the construction or renovation project will address the identified vulnerability(ies) from the assessment;
- ✦ A statement on the consequences of not implementing the construction or renovation project; and,
- ✦ Completed National Environmental Policy Act (NEPA) Compliance Checklist.

Note: Written approval must be provided by ODP prior to the use of any FY 2005 UASI funds for construction or renovation.

H. Overtime and Backfill Guidance

Overtime. Expenses incurred by those personnel who, as a result of ODP-approved activities, are performing over and above their normal, scheduled work hours or work week.

Backfill (also called Overtime as Backfill). Expenses incurred by those personnel who are working over and above their normal, scheduled work hours, or work week, in order to perform the duties of other personnel who are temporarily assigned to ODP-approved activities outside their core responsibilities. The OJP OC does not distinguish between Overtime and Overtime as Backfill – they are both viewed as overtime regardless of whether the individual has performed more hours in their normally assigned place of duty or if the overtime

accrued as a result of being re-assigned to a different place of duty. Overtime and backfill do not result in an increase of full-time employees (FT Es).

G. National Preparedness Initiatives

Urban Areas are strongly encouraged to pay close attention to the language in these sections in order to stay abreast of initiatives being highlighted by DHS and to comply with associated program requirements.

H. National Incident Management System (NIMS)

NIMS provides a consistent nationwide approach for federal, state, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size or complexity. Since FY2005 is a critical year for initial NIMS adoption, the Recipient should start now by prioritizing FY2005 preparedness assistance (in accordance with the eligibility and allowable uses of the grant) to facilitate its implementation.

1. Minimum FY2005 NIMS Compliance Requirements

- ✚ Incorporating NIMS into existing training programs and exercises;
- ✚ Ensuring that federal preparedness funding supports NIMS implementation (in accordance with the eligibility and allowable uses of the grants);
- ✚ Incorporating NIMS into emergency operations planning;
- ✚ Promotion of mutual aid agreements; and,
- ✚ Institutionalizing the use of the Incident Command System (ICS).

2. UASIs should support NIMS implementation by:

- ✚ Having relevant personnel complete the NIMS Awareness Course: "National Incident Management System (NIMS), An Introduction" IS 700. This independent study course is available on-line and will take between forty-five minutes to three hours to complete. The course is available on the Emergency Management Institute web page at: <http://training.fema.gov/EMIWeb/IS/is700.asp>
- ✚ Formally recognizing NIMS and adopting NIMS principles and policies. The NIC will provide sample language and templates to assist in formally adopting NIMS through legislative and/or executive/administrative means.
- ✚ Establish a NIMS baseline by determining which NIMS requirements are already satisfied. The NIC is developing a web-based self-assessment system, the NIMS Capability Assessment Support Tool (NIMCAST) to evaluate their incident response and management capabilities. The NIC is currently piloting the NIMCAST with a limited number of states. Upon completion of the pilot, the NIC will provide all potential future users with voluntary access to the system. Additional information about the NIMCAST tool will be provided later this year.
- ✚ Establishing a timeframe and developing a strategy for full NIMS implementation. Transit systems are encouraged to achieve full NIMS implementation during FY 2005. To the extent that full implementation is not possible during FY 2005, federal preparedness assistance must be leveraged to complete NIMS implementation in FY 2006. By FY 2007, federal preparedness assistance will be conditioned upon full compliance with NIMS.
- ✚ Institutionalizing the use of the ICS. Transit systems that are not already using ICS, must institutionalize the use of ICS (consistent with the concepts and principles taught by DHS) across the entire response system.

3. FY 2006 and FY 2007 Requirements

In order for the Division to receive FY2006 preparedness funding, the minimum FY2005 compliance requirements described above must be met. Additional information about NIMS compliance and resources for achieving compliance will be forthcoming from the NIC. The NIC web page, <http://www.fema.gov/nims>, will be updated regularly with NIMS information and implementation guidance.

I. Unauthorized Expenditures

1. Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
2. General-use computers and related equipment
3. General-use vehicles
4. Licensing fees
5. Weapons systems and ammunition

6. Construction or renovation of facilities that would have been reasonably necessary due to non-terrorist threats
7. Activities unrelated to the completion and implementation of the UASI
8. Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
9. Recurring Costs
10. Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill.

II. Reporting Requirements

a. Semi-Annual Programmatic Reporting:

The Semi-Annual Programmatic Report is due within 15 days after the end of the reporting periods (June 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through June 30	July 15
July 1 through December 31	January 15

Programmatic Reporting: Information to Report On

After the end of each reporting period, for the life of the contract, the Division will provide a Biannual Strategy and Implementation Report worksheet to the Recipient Point of Contact listed in this contract. This worksheet will contain all of the information that the Recipient needs to report on. The Recipient is to complete this worksheet in its entirety and email the finished product to the programmatic contact listed below. The first worksheet will be available after the July 1 - December 31, 2005 reporting period.

b. Reimbursement Requests:

An invoice or purchase order must accompany each request for reimbursement. A request for reimbursement may be sent to your contract manager for review and approval at anytime during the contract period.

c. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 days after the contract is either completed or the contract has expired.

III. Points of Contact

Contractual Point of Contact	Programmatic Point of Contact
Dianne Smith FDEM, Grants Administration Unit 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9966 Dianne.smith@dca.state.fl.us	Farrah Gosford FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9974 Farrah.gosford@dca.state.fl.us

Attachment B
Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

☒ **NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2002	(B) FFY 2003	(C) FFY 2004	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\begin{array}{ccccccc}
 \text{Cell D3} & \times & \$ & \text{DCA Award} & = & \text{MAXIMUM} \\
 & & & \text{o not include any match)} & & \text{ADVANCE}
 \end{array}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- ☐ Recipient has no previous DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- ☐ Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.
Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2004-2005 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment D

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8am to 4pm. Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment F

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.



City of Miami

Legislation

Resolution R-05-0629

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.ci.miami.fl.us

File Number: 05-01057

Final Action Date: 11/3/05

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE FUND ENTITLED: "URBAN AREAS SECURITY INITIATIVE ("UASI") GRANT PROGRAM IV (FISCAL YEAR 2005)," AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$15,828,322, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PASSED THROUGH THE OFFICE FOR DOMESTIC PREPAREDNESS ("ODP"), DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("DEM"); AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE NECESSARY DOCUMENTS, TO IMPLEMENT ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM, WITH ITS CONTIGUOUS COUNTIES, MIAMI-DADE, BROWARD AND MONROE, SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI'S DEPARTMENT OF FIRE-RESCUE, AS AN UASI-SPONSORING AGENCY; CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED IN THE FORM OF GRANTS FROM THE ODP THROUGH THE DEM.

WHEREAS, most states and municipalities have strengthened their overall capability to respond to acts of terrorism involving chemical, biological, radiological, nuclear or explosive weapons, there continues to be room for improvement in meeting our national priorities in preventing and responding to terrorist attacks; and

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness ("ODP"), is authorized by the Emergency Wartime Supplemental Appropriations Act 2003, to provide funds to states for subsequent distribution to selected urban areas to address the unique equipment, training, planning, exercise and operational needs for large urban areas and to assist them in building an enhanced and sustainable capacity to prevent, respond to and recover from threats of acts or terrorism; and

WHEREAS, the ODP, through the State of Florida Division of Emergency Management ("DEM"), has subgranted an Urban Areas Security Initiative ("UASI") Grant Project IV (Fiscal Year 2005) to the City of Miami ("City") and its contiguous counties, Miami-Dade, Broward and Monroe ("Contiguous Counties"), in the amount of \$15,828,322, for Fiscal Year 2005; and

WHEREAS, as stipulated in the grant award, the City's Department of Fire-Rescue will use said funds to address the unique equipment, training, planning, exercise and operational needs of the City.

and the Contiguous Counties and to assist the City in building an enhanced and sustainable capacity to prevent, respond to and recover from threats or acts of terrorism; and

WHEREAS, in accordance with the UASI IV Project Grant, the attached Memorandum of Agreements with the City's Contiguous Counties, will provide the necessary guidelines to coordinate the UASI IV Project Grant between the aforementioned counties to enhance the City and its surrounding jurisdictions' ability to respond to terrorist threats or acts and will permit the City to reimburse its Contiguous Counties, for its expenditures that are compliant with said project; and

WHEREAS, it is now appropriate for the City Manager to accept said grant and to establish a special revenue fund for the appropriation of said grant award;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The following new Special Revenue Fund is established and resources are appropriated as described below:

FUND TITLE: Urban Area Security Initiative ("UASI")
Grant Program IV (Fiscal Year 2005)

RESOURCES: Department of Homeland Security, \$15,828,322
Pass through the Office for Domestic
Preparedness, directly to the State
Of Florida Division of Emergency Management

APPROPRIATIONS: \$15,828,322

Section 3. The City Manager is authorized {1} to accept said grant award and to execute the necessary documents to implement acceptance of said grant award.

Section 4. The City Manager is authorized {1} to execute Memorandum of Agreements, with its Contiguous Counties, for the purpose of setting forth the parties' responsibilities in connection with the development and support of the UASI IV Project administered by the City's Department of Fire-Rescue, an UASI sponsoring agency, contingent upon funding of said project being secured in the form of the grants from the ODP through the DEM.

Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

APPROVED AS TO FORM AND CORRECTNESS: 

JORGE L. HERNANDEZ KAM
CITY ATTORNEY

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.ci.miami.fl.us

Master Report

Resolution R-05-0629

File ID #: 05-01057

Enactment Date: 11/3/05

Version: 1

Controlling Office of the City
Body: Clerk

Status: Passed

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE FUND ENTITLED: "URBAN AREAS SECURITY INITIATIVE ("UASI") GRANT PROGRAM IV (FISCAL YEAR 2005)," AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME, IN THE AMOUNT OF \$15,828,322, CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PASSED THROUGH THE OFFICE FOR DOMESTIC PREPAREDNESS ("ODP"), DIRECTLY TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("DEM"); AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE NECESSARY DOCUMENTS, TO IMPLEMENT ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDUM OF AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM, WITH ITS CONTIGUOUS COUNTIES, MIAMI-DADE, BROWARD AND MONROE, SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI'S DEPARTMENT OF FIRE-RESCUE, AS AN UASI SPONSORING AGENCY; CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED IN THE FORM OF GRANTS FROM THE ODP THROUGH THE DEM.

Reference:

Introduced: 9/19/05

Name: Establishing Special Revenue Fund - Urban Areas Security Initiative Grant Program IV

Requester: Department of
Fire-Rescue

Cost:

Final Action: 11/3/05

Notes:

Sections:

Indexes:

Attachments: 05-01057 Legislation.pdf, 05-01057 Exhibit 1.pdf, 05-01057 Exhibit 2.pdf, 05-01057 Exhibit 3.pdf, 05-01057 Exhibit 4.pdf, 05-01057 Exhibit 5.pdf, 05-01057 Exhibit 6.pdf, 05-01057 Exhibit 7.pdf, 05-01057 Exhibit 8.pdf, 05-01057 Summary Form.pdf, 05-01057 Email.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
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1	Office of the City Attorney	10/11/05	Reviewed and Approved	
1	City Commission	10/27/05	CONTINUED	
1	City Commission	11/3/05	ADOPTED	1

A motion was made by Jeffery L. Allen, seconded by Angel González, that this matter be ADOPTED. The motion carried by the following vote:
Aye: 4 - Angel González, Johnny L. Winton, Joe Sanchez and Jeffery L. Allen
Absent: 1 - Tomas Regalado

1	Office of the Mayor	11/10/05	Signed by the Mayor	Office of the City Clerk
1	Office of the City Clerk	11/10/05	Signed and Attested by City Clerk	
